

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

ACQIS LLC,

Plaintiff,

v.

SONY INTERACTIVE ENTERTAINMENT
INC., SONY INTERACTIVE
ENTERTAINMENT LLC,

Defendants.

Case No. 6:22-cv-386-ADA

JURY TRIAL DEMANDED

JOINT CLAIM CONSTRUCTION STATEMENT

Pursuant to this Court’s Scheduling Order (Dkt. 42), Plaintiff ACQIS LLC and Defendants Sony Interactive Entertainment Inc. and Sony Interactive Entertainment LLC (collectively, the “Parties”) submit this Joint Claim Construction Statement.

The Parties have jointly submitted, via Box Link provided by the Law Clerk, PDF versions of all as-filed claim construction briefing and exhibits (which include all five patents-in-suit).

I. THE PATENTS-IN-SUIT

The patents-in-suit are U.S. Patent Nos. 9,529,768 (“768”), 9,703,750 (“750”), 8,977,797 (“797”), RE44,654 (“654”), and RE45,140 (“140”), which are submitted herewith as Exhibits 1-5, respectively, and were also submitted as exhibits with Defendants’ Opening Claim Construction Brief (Dkt. 53) (Exhibits 1-5).

The asserted claims are as follows:

Patent	Claims
'797	33, 34
'768	1, 2, 13, 17
'750	1, 2, 5, 7, 10, 12, 21, 24, 31, 34, 35, 44
'654	20, 21
'140	14, 15, 17-19, 21, 30, 31, 34-36, 38

II. AGREED CONSTRUCTIONS

Pursuant to the Scheduling Order (Dkt. 42), the Parties met and conferred to narrow the terms in dispute but were unable to agree as to any constructions.

III. LIST OF DISPUTED TERMS FOR CONSTRUCTION

The Parties provide the following list of disputed terms for construction, in the order they are addressed in the Parties' claim construction briefing.

Term for Construction	Patents and Asserted Claims	Plaintiff's Proposed Construction	Defendants' Proposed Construction
<p>“low voltage differential signal (LVDS) [channel]” / “LVDS channel”</p> <p>(proposed by Defendants)</p>	<p>’797 claims 33, [34]¹; ’768 claims 1, 2, 13, 17; ’750 claims 1, 2, 5, 7, 10, [12], 21, 24, 31, [34], 35, 44; ’654 claims 20, 21; ’140 claims 14, 15, 17-19, [21], 30, 31, 34-36, [38].</p>	<p>No construction necessary. These terms should be given their plain and ordinary meaning.</p> <p>These terms are not indefinite.</p>	<p>“[a channel for carrying] a signal in accordance with ANSI/TIA/EIA-644 or IEEE 1596.3” or, alternatively, indefinite.</p>
<p>“Peripheral Component Interconnect (PCI) bus transaction” / “PCI bus transaction”</p> <p>(proposed by Plaintiff and Defendants)</p>	<p>’768 claims 1, 2, 13, 17; ’750 claims 1, 2, 5, [7], 10, [12], 21, 31, [34], 35, 44; ’654 claim 21; ’140 claims 30, [31], [34].</p>	<p>“a transaction, in accordance or backwards compatible with the industry standard PCI Local Bus Specification, for communication with an interconnected peripheral component”</p>	<p>“a transaction, in accordance with the industry standard PCI Local Bus Specification, for communication with an interconnected peripheral component”</p>
<p>“convey [conveying/conveys/communicating/communicate/transmitting] ... a Peripheral Component Interconnect (PCI) bus transaction [/of a PCI bus transaction]”</p> <p>(proposed by Defendants)</p>	<p>’768 claims 1, 2, 13, 17; ’750 claims 1, 2, 5, [7], 10, [12], 21, 31, [34], 35, 44; ’654 claim 21; ’140 claims 30, [31], [34].</p>	<p>Other than “PCI bus transaction,” addressed above, these terms do not require construction.</p> <p>Specific recited bits of a PCI bus transaction should be given their plain and ordinary meaning.</p>	<p>“communicating a PCI bus transaction, including all address, data, and control bits”</p>
<p>“of a Peripheral Component Interconnect (PCI) bus transaction” / “of a PCI bus transaction”</p>	<p>’768 claims 1, [2], 13, [17]; ’750 claims 1, [2], 5, [7], 10, [12], 21, 31, [34], 35, 44; ’654 claim 21; ’140 claims 30, [31], [34].</p>	<p>No construction necessary. Putting aside “PCI bus transaction,” addressed above, this phrase should be broadened to include its full</p>	<p>“from a transaction that is in accordance with the industry standard PCI Local Bus Specification, for communication with an</p>

¹ Bracketed claims indicate dependent claims that do not explicitly recite the disputed term but depend from a claim that does recite the disputed term.

Term for Construction	Patents and Asserted Claims	Plaintiff's Proposed Construction	Defendants' Proposed Construction
(proposed by Defendants)		<p>context—i.e., “address and data [bits] of a Peripheral Component Interconnect (PCI) bus transaction” / “address bits, data bits, and byte enable information bits of a Peripheral Component Interconnect (PCI) bus transaction”—and given its plain and ordinary meaning.</p> <p>“[O]f a” does not require construction.</p>	interconnected peripheral component”
<p>Claims reciting an “encoded” PCI bus transaction (or, per ACQIS’s position, specific bits thereof) in a “serial [bit] stream” or “serial form” or “serially encoded”</p> <p>and</p> <p>Claims reciting a PCI bus transaction (or, per ACQIS’s position, specific bits thereof) in a “serial form” or “serial bit stream”</p> <p>(proposed by Plaintiff and Defendants)</p>	<p>’768 claims 1, [2], 13, [17]; ’750 claims 1, [2], 5, [7], 10, [12], 21, 31, [34], 35, 44; ’654 claim 21; ’140 claims 30, [31], [34].</p>	<p>“Encoding” terms, reciting conveying/transmitting <i>encoded</i> address and data bits of a PCI bus transaction or <i>encoded</i> address bits, data bits, and byte enable information bits, should be given their plain and ordinary meaning, wherein the plain and ordinary meaning of “encoded” is “code representing [the recited bits of] a PCI bus transaction.”</p> <p>“Serial” terms, reciting conveying/transmitting (1) address and data bits of a PCI bus transaction, or (2) address bits, data bits, and byte enable information bits, “in [a] serial</p>	“a PCI bus transaction that has been serialized from a parallel form”

Term for Construction	Patents and Asserted Claims	Plaintiff's Proposed Construction	Defendants' Proposed Construction
		<p>form,” or “serially,” or “in a serial bit stream,” should be given their plain and ordinary meaning.</p> <p>The <i>EMC</i> construction of “[e]ncoded . . . serial bit stream of Peripheral Component Interconnect (PCI) bus transaction” and related terms applies only to certain claims and terms, i.e., “claims reciting an ‘encoded’ PCI bus transaction” and more specifically, terms that recite (1) “encoded,” (2) “serial,” and (3) “PCI bus transaction.”</p>	
<p>“console”</p> <p>(proposed by Plaintiff and Defendants)</p>	<p>’750 claims 5, [7], 10, [12], 24, 35, 44;</p> <p>’654 claims 20, [21];</p> <p>’140 claims 14, [15], [17], 18, [19], [21], 31, 34.</p>	<p>“a chassis or enclosure, housing one or more coupling sites, that connects components of a computer system”</p>	<p>“a chassis that connects several components of a computer system”</p>
<p>“USB” / “Universal Serial Bus (USB) protocol” / “Universal Serial Bus (USB) protocol data” / “Universal Serial Bus (USB) protocol information”</p> <p>(proposed by Plaintiff and Defendants)</p>	<p>’797 claims 33, [34];</p> <p>’750 claims 7, 24;</p> <p>’654 claims 20, [21];</p> <p>’140 claims 15, 18, [19], [21], 34, 36.</p>	<p>No construction necessary. These terms should be given their plain and ordinary meaning.</p>	<p>“[data/information conveyed according to] the protocols defined in the Universal Serial Bus Specification Revision 2.0 and the prior versions of this standard”</p>

Term for Construction	Patents and Asserted Claims	Plaintiff's Proposed Construction	Defendants' Proposed Construction
“serial bit channels” / “serial channel” (proposed by Defendants)	’797 claims 33, [34]; ’750 claims 10, [12]; ’654 claims 20, [21]; ’140 claims 14, [15], 17-19, [21], 30, 31, [34], 35, [36], [38].	No construction necessary. These terms should be given their plain and ordinary meaning.	“a path on which units of information are transferred serially from one component to another”

Dated: July 12, 2023

Respectfully submitted,

By: /s/ Logan J. Drew

Ronald J. Schutz (admitted in this District)
MN Bar No. 0130849
Email: rschutz@robinskaplan.com
Aaron R. Fahrenkrog (*pro hac vice*)
MN Bar No. 0386673
Email: afahrenkrog@robinskaplan.com
Logan J. Drew (admitted in this District)
MN Bar No. 0389449
Email: ldrew@robinskaplan.com
William Jones (*pro hac vice*)
MN Bar No. 0402360
Email: wjones@robinskaplan.com
ROBINS KAPLAN LLP
2800 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402
Telephone: 612-349-8500
Facsimile: 612-339-4181

Of Counsel:
T. John Ward, Jr.
Texas State Bar No. 00794818
Email: jw@wsfirm.com
Andrea L. Fair
Texas State Bar No. 24078488
Email: andrea@wsfirm.com
WARD, SMITH & HILL, PLLC
1507 Bill Owens Parkway
Longview, TX 75604
(903) 757-6400 (telephone)
(903) 757-2323 (facsimile)

Counsel for Plaintiff ACQIS LLC

By: /s/ Mark C. Lang

Eric A. Buresh (admitted in this District)
KS Bar 19895
Mark C. Lang (*Pro Hac Vice*)
ERISE IP, P.A.

7015 College Blvd., Suite 700
Overland Park, KS 66211
Email: eric.buresh@eriseip.com
Email: mark.lang@eriseip.com
Phone: 913-777-5600
Fax: 913-777-5601

Abran J. Kean (*Pro Hac Vice*)
CO Bar 44660
ERISE IP, P.A.
5299 DTC Blvd., Suite 1340
Greenwood Village, CO 80111
Email: abran.kean@eriseip.com
Phone: 913-777-5600
Fax: 913-777-5601

Melissa Smith
Texas State Bar No. 24001351
melissa@gillamsmithlaw.com
GILLAM & SMITH, L.L.P.
303 South Washington Avenue
Marshall, Texas 75670
Telephone: 903-934-8450
Facsimile: 903-934-9257

*Counsel for Defendants Sony Interactive
Entertainment Inc. and Sony Interactive
Entertainment LLC*

CERTIFICATE OF SERVICE

I hereby certify that on July 12, 2023, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send notification of such filing via electronic mail to all counsel of record. Any other counsel of record will be served by first class U.S. mail.

/s/ Logan J. Drew
Logan J. Drew